

RESOLUTION NO. 2209

A RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO EXECUTE AN IGA WITH THE REYNOLDS SCHOOL DISTRICT TO FUND TWO SCHOOL RESOURCE OFFICER POSITIONS.

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. Onsite police officers at our schools provide an element of public safety and is a priority for our city.
2. It is necessary and desirable to enter into an Agreement with the Reynolds School District.
3. The cost share agreement is financially responsible.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE

Section 1. That the Chief of Police is authorized to sign an Intergovernmental Agreement with the Reynolds School District substantially in accordance with the Agreement attached as an Exhibit to the staff report to fund two School Resource Officer positions.

Section 2. This resolution is effective upon adoption.

YEAS: 6
NAYS: 0
ABSTAINED: 0



Doug Daoust, Mayor

Date 6/12/13



Debbie Stickney, City Recorder

Adopted: June 11, 2013

Intergovernmental Agreement

Between

The City of Troutdale and Reynolds School District

This agreement outlines the roles and responsibilities for School Resource Officers (SROs) between the City of Troutdale, by and through its Police Department, referred to as the Police Department, and the Reynolds School District.

THIS AGREEMENT is made and entered into pursuant to the authority found in ORS 190.010 et seq. between the City of Troutdale ("City") and the Reynolds School District ("RSD").

WHEREAS, CITY, is a municipal corporation and is a unit of local government authorized to enter into intergovernmental agreements pursuant to the provision of ORS 190.010, et seq.; and

WHEREAS, pursuant to the provision's of ORS chapter 456, the Reynolds School District is a public body corporate and politic, and is authorized to make and execute contracts necessary or convenient to the exercise of its powers; and

WHEREAS, RSD in the City of Troutdale operates Reynolds High, and

WHEREAS, funding for these services is over and above CITY's designated law enforcement budget; and

WHEREAS, CITY is able and prepared to provide the services required by RSD under those terms and conditions set forth; therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, and pursuant to the provisions of ORS chapter 190, the parties agree to be bound as follows:

- A. It is agreed that the Reynolds School District and the Troutdale Police Department will share the cost of the 2.0 SROs at Reynolds High School.

POLICE DEPARTMENT RESPONSIBILITIES:

1. It will be the responsibility of the Troutdale Police Department (TPD) to pay for three months of salary and benefits for the officers. In addition TPD will provide the officers with a computer and printer, if a printer is needed. TPD will also provide a vehicle, pay for vehicle maintenance and repairs and all equipment needed for the assigned police officers. TPD will also provide the training needed for the police officers to maintain their certification and other training related specifically to the SRO program, unless otherwise agreed upon in advance by the Reynolds School District.
2. TPD will ensure that the officers will maintain confidentiality with regard to information accessed from Reynolds School District student records database in accordance with applicable State/Federal Law [ORS 419.567, 192.502(2) and HIPAA] and department policy concerning release of such records in criminal case files.

3. TPD agrees to permit Reynolds School District (RSD) management staff to meet and interview any prospective assigned SRO, prior to assignment. The police department further agrees to further consider the desires of RSD management in making the assignment, but the final authority for assignment of SROs remains with the police department.
4. SROs are expected to work an average of 40 hours per week during the nine months. If an SRO is absent longer than five days, TPD will provide a replacement. If TPD cannot provide a replacement after five consecutive days, then the following quarter invoice will reflect a decreased bill for those days exceeding the original five days.
5. TPD agrees to provide RSD with a quarterly expenditure report/invoice and will deliver it no later than 30 days after the quarter ends.
6. If RSD elects to incorporate the Gang Resistance Education and Training (G.R.E.A.T.) program into their curriculums at Walt Morey Middle School, TPD will provide it. The G.R.E.A.T. program costs will be the responsibility of TPD. RSD understands that this may result in an increased staffing cost to the District, which will be negotiated.
7. TPD will have an SRO from the high school serve as additional security at all football games held at Mount Hood Community College for Reynolds High School. The hours will be flexed during the football season so as to not pay additional overtime costs, and to have the SROs serve as the security, in order maintain good relationships with the students of RHS. If SROs are unavailable, TPD will attempt to assign two (2) Reserve Officers to the football games. They will also frequent RLA- East, and the following feeder elementary schools to Walt Morey. Elementary schools are: Troutdale and Sweetbriar. Flexing of hours will be negotiated with the SRO's supervisor and administration at the High School.
8. Indemnification and Liability: Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, the City of Troutdale agrees to indemnify, defend and hold harmless RSD, its commissioners, officers, employees and agents from all claims, suits, actions, or expenses of any nature resulting from or arising out of the acts, errors or omissions of the SRO acting pursuant to the terms of this Agreement.
9. Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, RSD agrees to indemnify, defend and hold harmless the City of Troutdale, its officers, employees and agents, including the SRO from all claims, suits, actions, or expenses of any nature resulting from or arising out of the acts, errors or omissions of RSD or its assignees.

SCHOOL DISTRICT RESPONSIBILITIES:

1. It is the responsibility of the Reynolds School District (RSD) to pay for nine months of salary and benefits, excluding overtime unless mutually agreed upon, for the SROs at Reynolds High School. In addition, RSD will provide office space and office

furniture for the SROs. RSD will pay the Police Department on a quarterly basis, for the nine month period.

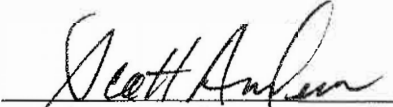
- a. RSD agrees to pay the TPD for services under this agreement not to exceed the amount specified in Exhibit A.
 - b. RSD will provide a school calendar with workdays.
2. RSD will not directly or indirectly perform any police services. RSD will not impede any investigations or just cause searches. RSD will work collaboratively with the police department to build positive relationships with students on and off of school property and during school events.
 3. RSD will make requests at least two weeks in advance for any flexing of schedules in order to secure SROs availability to work additional events. This will occur at the mutual agreement of TPD and RSD. If not agreed upon, RSD may or may not choose to pay for overtime.

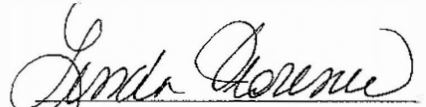
While the parties have attempted to make an Agreement anticipating and addressing their concerns, RSD and TPD acknowledge the possibility that a claim, controversy or dispute may arise out of this Agreement. RSD and TPD agree that each party has an obligation and affirmative duty to make good faith effort to resolve any claims, controversy or dispute, including the giving of timely, written notification thereof to the other party.

RSD and TPD agree that all claims, controversies or disputes which arise out of this Agreement, and which have not been resolved through good faith efforts of the parties, shall be resolved by arbitration in accordance with the then effective arbitration rules of the Arbitration Service of Portland, selected by the party who first initiates arbitration by filing a claim in accordance with the rules of the organization selected, and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

If either party would like to terminate this agreement it must be done so in writing by March 1st of each year. This will give either party the opportunity to make the necessary fiscal and personnel adjustments for the future fiscal year.

This agreement shall commence on July 1, 2013 and terminate on June 30, 2015.


Chief Scott Anderson
Troutdale Police Department


Superintendent Linda Florence
Reynolds School District

6-12-13
Date signed

6-13-13
Date signed

Board policy # JHFE, JHFE,AR(1) Child Interview
Board policy # JFG Search & Seizure
Board policy # JHFE, AR(1) Removal of a student
Board policy #JFCJ Weapons in School

Exhibit A:

** Please add SRO agreement for services for the two years of the contract.

Exhibit A
Intergovernmental Agreement Between
The City of Troutdale and Reynolds School District

The following is an **estimated** cost for two officers assigned as School Resource Officers at Reynolds High School. The individual salary and benefit calculations will vary based on the combination of base pay, educational incentive pay and stability/longevity pay. Adjustments to the overall costs may occur during the period of this agreement due to future collective bargaining agreement contract negotiations, implementation of provisions of the federal Affordable Care Act, and pending state legislative changes to PERS.

The following calculations will provide an estimated cost that is based on our current SRO's and their current salary and benefit package. As SRO's transfer in or out of this position, or as terms of the current TPOA contract are modified, the billing will be adjusted to reflect that change.

Officer Nick Thompson

Estimated Annual salary & benefits \$107,683 x 75% (9 months) = \$80,762 Annual RSD Cost
(no overtime)

Officer Kyle Harris

Estimated Annual salary & benefits \$92,698 x 75% (9 months) = \$69,523 Annual RSD Cost
(no overtime)

ANNUAL RSD Cost

\$ 80,762

\$ 69,523

\$150,285 x 2 years = \$300,570 estimated IGA term cost